the infant and the dotard, from imbecility of bodily functions, present that remarkable similarity in the feebleness of their minds; and easily surrender themselves to the direction of those about them, for whom they have a regard, or who may choose to exercise any authority, or influence over them. Physicians, it appears, do not regard this species of mental imbecility as being in itself a disorder, or the effect of disease. *Rees' Cyclo. Ver. Death;* 1 *Par. & Fonb.* 308; *Rush on the Mind*, 61, 292, 294; *Conolly Ind. Insanity, ch.* 8, *and page* 440, 443. But the law considers it not only as a species of insanity, from which there is no hope of recovery, but as one which always becomes worse as age advances. *Leving* v. *Caverly*, *Prec. Chan.* 229; *Ridgeway* v. *Darwin*, 8 *Ves.* 66; *Ex parte Cranmer*, 12 *Ves.* 446; *Gibson* v. *Jeyes*, 6 *Ves.* 275.

It has been long and well established, that a contract made by a person who is, at the time, actually *non compos mentis*, either as in idiocy, delirium, lunacy, or dotage, is entirely void; indeed it would seem to be difficult to conceive how such a contract should ever have been otherwise considered than as an absolute nullity. *Thompson* v. *Leach*, 1 *Ld. Raymond*, 313; 3 *Mod.* 301. But the law does not allow of an examination into the wisdom and prudence of men disposing of their estates; for every man who is legally *compos mentis*, is a disposer of his property, and his will stands for a reason. The law however so far regards human infirmity, as that if a person of weak mind be imposed upon, he may be relieved; not, however, merely because of his weakness of mind, or of his old age; for, that alone furnishes no sufficient ground for vacating
391 a * contract; yet, that with other circumstances, will afford a sufficient foundation for relief. *Osmond* v. *Fitzroy*, 3 *P. Will.* 130; *Willis* v. *Jernegan*, 2 *Atk.* 251; *Chesterfield* v. *Janssen*, 2 *Ves.* 156; *Lewis* v. *Pead*, 1 *Ves. Jun.* 19; 1 *Fonb.* 66.

What is that degree of intellectual imbecility which may be taken into the estimate as one of the component parts of a ground for relief, in those cases where the boundary between mere weakness and a condition of *non compos mentis* is so narrow that it may be difficult to draw the line, *Bennet* v. *Vade*, 2 *Atk.* 325, I shall not undertake to determine, as I have not been able to find it any where particularly described. *Ball* v. *Mannin*, *Shelf. Lun.* 258. It must not, however, be confounded with mere ignorance. If the grantor be an ignorant and illiterate man, one who cannot read; it is necessary, that the deed should be fully and correctly read to him; for, if it is not read at all, or improperly read to him, or if it be read or explained to him improperly even by a stranger, *Thoroughgood's Case*, 2 *Co.* 9, he will not be bound by it; not on the ground of weakness of mind, or of his incapacity clearly to judge of what he was about; but because his sound mind cannot be presumed to have assented to that of which it was wholly ignorant